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15 UNITED STATES BANKRUPTCY COURT

16 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA

17 In re
18 THE LITIGATION PRACTICE GROUP P.C.,
19 Debtor.

Case No. 8:23-bk-10571-SC
Chapter 11
TRUSTEE'S MOTION TO SURCHARGE
SECURED CREDITORS TO PAY THE
ATTORNEYS WHOSE WORK ON
CONSUMER FILES BENEFITTED THE
ESTATE; MEMORANDUM OF POINTS
AND AUTHORITIES; DECLARATIONS
OF TIFFANY CORNELIUS, KELLY J.
ADAMS, SHADEE CLARKE, ASHLEY
LAMBERT-BLAND, AND RICHARD
MARSHACK IN SUPPORT

24 Hearing Date

25 Date: Wednesday, June 12, 2024
26 Time: 1:30 p.m.
27 Ctrm: 5C - ViaZoom¹
Place: 411 West Fourth Street
Santa Ana, CA 92701

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¹ Check Judge Clarkson's tentative prior to hearing for further Zoom instructions.

1 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY COURT
2 JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, ALL ALLEGED SECURED
3 CREDITORS, AND ALL INTERESTED PARTIES:

4 Richard A. Marshack, in his capacity as Chapter 11 Trustee (“Trustee”) for the bankruptcy
5 estate (“Estate”) of The Litigation Practice Group P.C. (“Debtor”), respectfully submits this Motion
6 (“Motion”) to Surcharge Secured Creditors to Pay Client File Servicing Attorneys, Tiffany Cornelius
7 (“Cornelius”), Shadae Clarke (“Clarke”), Kelly J. Adams (“Adams”), and Ashley Lambert-Bland
8 (“Lambert-Bland” collectively, “Attorneys”), as follows.

9 **I. Summary of Argument**

10 A court can impose, and a bankruptcy trustee may recover, a section 506(c) surcharge of
11 expenses against secured creditors’ collateral if the trustee can show the expenses were reasonable,
12 necessary, and beneficial to the secured creditors. In this case, the Debtor had fraudulently
13 transferred substantially all its assets to non-Debtor entities prior to bankruptcy, necessitating
14 Trustee’s avoidance and recovery of these assets to prepare them for a subsequent sale. Ultimately,
15 the highest bidder was Morning Law Group, P.C. (“Buyer”) which closed the sale on August 4,
16 2023. Without this sale of recovered assets, there would not have been any proceeds from which any
17 distributions could be made to secured creditors.

18 To preserve the assets of the Estate pending the sale, the Trustee requested that the Attorneys
19 continue providing legal services to Debtors’ consumer clients to avoid interruption of services to
20 the consumers. Without the continued services provided by the Attorneys, the Trustee may not have
21 been able to effectuate a sale of the assets. In other words, the Attorneys’ efforts benefitted the
22 secured creditors by rendering the contracted services so that the consumers would continue making
23 payments pursuant to their retainer agreements. By this Motion, Trustee seeks to surcharge secured
24 creditors so that Trustee may pay the Attorneys’ fees in the amount of \$114,525.00.

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1 **II. Pertinent Factual Background**

2 **A. Debtor's Business, Bankruptcy Filing, and Appointment of a Trustee**

3 Pre-petition, Debtor was a law firm that provided consumer debt resolution services and
4 creditor litigation services to clients, servicing more than 50,000 customers across the United
5 States.

6 On March 20, 2023, Debtor filed a voluntary petition under Chapter 11 of Title 11 of the
7 United States Code, initiating bankruptcy Case No. 8:23-bk-10571-SC in the United States
8 Bankruptcy Court for the Central District of California, Santa Ana Division ("Bankruptcy Case").
9 Prior to bankruptcy, Debtor fraudulently transferred substantially all its assets and clients. As of the
10 petition date, Debtor had virtually no assets or clients.

11 On March 30, 2023, as Dk. No. 21, the Office of the United States Trustee ("UST") filed a
12 motion to dismiss or convert the Bankruptcy Case under 11 U.S.C. § 1112(b) for failure to comply
13 with its guidelines and requirements for a chapter 11 case. No opposition to the motion was filed.

14 On May 3, 2023, a hearing was held on the motion to dismiss or convert. At the hearing, the
15 Court directed the UST to appoint a Chapter 11 Trustee. Richard A. Marshack was appointed the
16 Chapter 11 trustee of the Debtor's Estate. *See*, Dk. No. 65.

17 Upon his appointment, Trustee filed litigation seeking, among other things, to avoid and
18 recover Debtor's fraudulent transfers of its assets and client base. *See*, Adv. Case No. 8:23-ap-
19 01046-SC. On June 27, 2023, Trustee filed a stipulation with Defendant, Phoenix Law Group, Inc.,
20 avoiding, recovering, and preserving the legal service agreements between Debtor and its clients.

21 On July 22, 2023, as Dk. No. 320, the Court granted Trustee's sale motion of such contracts,
22 as reformed, and entered an order approving the sale of estate assets. Pursuant to the Sale Order, the
23 buyer closed on August 4, 2023.

24 The period of time during which the Attorneys provided services to LPG consumer clients
25 that is the subject of this motion is from the date Debtor filed bankruptcy on March 20, 2023, until
26 the sale closed on August 4, 2023.

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1 **B. Alleged Secured Creditors**

2 Since his appointment, the Trustee and his agents scoured records to identify what secured
3 creditors may exist. To date, the following chart identifies creditors with alleged secured claims
4 (collectively, all creditors in the chart are referred to as the “Secured Creditors”):

5 Secured Creditor	6 UCC Filing Date	7 UCC Number
8 Bridge Funding Cap, LLC	9 5/19/21	10 U210047914841 ²
11 Azzure Capital LLC	12 5/28/21	13 U210050853928
14 MNS Funding LLC	15 5/28/21	16 U210050823723
17 Diverse Capital LLC	18 9/15/21	19 U210085288536
20 OHP-CDR, LP and Purchaseco80, LLC ³	21 1/25/23	22 U230005834326
23 PECC Corp. ⁴	24 2/2/23	25 U230009059730

13 **III. Legal Argument**

14 11 U.S.C. § 506(c) provides that a trustee may “surcharge” the collateral of a secured
15 claimant to pay for the reasonable, necessary costs and expenses of preserving or disposing of the
16 collateral:

17 The trustee may recover from property securing an allowed secured claim the
18 reasonable, necessary costs and expenses of preserving, or disposing of, such property
to the extent of any benefit to the holder of such claim.

19 See also *In re Glasply Marine Indus., Inc.*, 971 F.2d 391, 393 (9th Cir. 1992) (noting that § 506(c)
20 allows a trustee to recover reasonable expense of preserving property to the extent of any benefit to
21 the holder of a secured claim). Surcharge is not an administrative claim but an assessment against a
22 secured party’s collateral. *Debbie Reynolds Hotel & Casino, Inc. v. Calstar Corp. (In re Debbie*
23 *Reynolds Hotel & Casino, Inc.)*, 255 F.3d 1061, 1067 (9th Cir. 2001). A surcharged amount
24 therefore does not come out of the debtor’s estate, but rather comes “directly from the secured

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27 ² UCC-1 Listed as Being Terminated on 1/2/22 (UCC No. U220114888130). On 1/20/22 Fundura filed a “Lien Statement
of Claim” saying debt is still owed and debtor had no right to terminate (UCC No. U220119911529).

28 ³ The UCC-1 of OHP-CDR LP was filed in the preference period. Purchaseco80, LLC claims it owns the accounts that it
purchased although its ownership would be subject to any valid, prior liens against the Debtor.

29 ⁴ Also recorded in the preference period.

1 party's recovery." *Id.* The rationale for charging a lienholder with the costs and expenses of
2 preserving or disposing of secured collateral is that the general estate and unsecured creditors should
3 not bear the cost of "protecting what is not theirs." *Sec. Leasing Partners LP v. ProAlert, LLC (In re*
4 *ProAlert, LLC)*, 314 B.R. 436, 442 (B.A.P. 9th Cir. 2004).

5 Under § 506(c), a trustee may recover administrative expenses from a secured creditor's
6 collateral under § 506(c) if one of two tests is met. *In re Tollenaar Holsteins*, 538 B.R. 830, 833, 838
7 (Bankr. E.D. Cal. 2015). The party seeking surcharge under § 506(c) bears the burden of proof. *In re*
8 *Colusa Reg'l Med. Ctr.*, 604 B.R. at 853.

9 The first test is an "objective test" which requires that the expenses relating to the
10 preservation or disposition of collateral were:

11 1) Reasonable,
12 2) Necessary, and
13 3) Provided a quantifiable benefit to the secured creditor.

14 *Debbie Reynolds Hotel & Casino, Inc. v. Calstar Corp., Inc. (In re Debbie Reynolds Hotel &*
15 *Casino, Inc.)*, 255 F.3d 1061, 1065 (9th Cir. 2001); *In re Tollenaar Holsteins*, 538 B.R. at 834; *see*
16 *also In re Colusa Reg'l Med. Ctr.*, 604 B.R. at 854 (same). Recovery under the objective test is
17 limited to the amount of any benefit and must be proven with specificity. *In re Tollenaar Holsteins*,
18 538 B.R. at 834.

19 The second test is a "subjective test" under which there must be a showing that the secured
20 creditor "consented to" or "caused" the expenses to be surcharged. *In re Tollenaar Holsteins*, 538
21 B.R. at 834; *see also In re Colusa Reg'l Med. Ctr.*, 604 B.R. at 859 (same).⁵ If the trustee satisfies
22 the requirements of § 506(c) regarding a particular expense, then the proceeds from the secured
23 party's collateral should be first used to cover the properly surcharged expense instead of being paid
24 to the secured party. 4 COLLIER ON BANKRUPTCY P. 506.05 (2023). Section 506(c), in other words,
25 creates a "special priority" for the surcharged expense ahead of the secured party's general priority
26 to its collateral. *Id.*

27 _____

28 ⁵ Absent an agreement, consent shall be deemed pursuant to Local Bankruptcy Rule 9013-1(h).

1 **A. The objective test is met here regarding Attorneys' fees and expenses
2 because they were reasonable, necessary, and provided a quantifiable
3 benefit to the Secured Creditors.**

4 **1. Reasonable**

5 Expenses are reasonable to the extent they are incurred in the ordinary course at a reasonable
6 price. 4 COLLIER ON BANKRUPTCY P. 506.05 (2023). In connection with Trustee's efforts to sell
7 Debtor's assets, the Attorneys provided essential legal services to Debtor's consumer clients. The
8 continuous legal services provided to Debtor's consumer clients by the Attorneys preserved the
9 Estate. Without these legal services, the Trustee likely would not have successfully sold Debtors'
10 assets to Buyer. Without the sale, there would ultimately be zero proceeds from which any
11 distributions could be made to secured creditors.

12 The breakdown of the fees and expenses accumulated by the Attorneys are as such:
13 Cornelius is \$22,000.00, Clarke is \$19,675.00, Adams is \$42,600.00 (\$35,650 in legal fees and
14 \$6,950 in office rent and other legal expenses) and Lambert-Bland is \$30,250.00. For over 19
15 weeks that the Attorneys covered client files in the states of Arkansas, New Mexico, Pennsylvania,
16 Georgia, and Missouri, Attorneys performed all legal tasks associated with ensuring proper legal
17 representation and each of the Attorneys have put forth in her individual declaration that work on
18 LPG client files took at least (but often more than) the entirety of a 40-hour workweek.

19 The Trustee believes that the fees incurred by the Attorneys were reasonable as they average
20 out to roughly the following hourly rate (calculated at 40 hours a week for a 19-week post-petition
21 period prior to sale of LPG files)—Cornelius: \$28.94/hr; Clarke: \$25.89/hr; Adams: \$46.91/hr ; and
22 Lambert-Bland: \$39.80/hr. Because each of the Attorneys was a salaried employee prior to
23 Debtor's petition (as stated in their declarations), neither was initially bound by requirement to
24 track precise 6-minute billing increment records but each had extensive professional basis and
25 experience on which they drew to estimate the totality of fees that they accumulated on continuing
26 work post-petition. There is virtually no likelihood that any party in interest can object to the hourly
27 fees stated above as being beyond reasonable for legal work involved in debt resolution. Overall,
28 the fees associated with the services provided, such as service fees and administrative services,

1 were reasonable and ordinary.

2 **2. Necessary**

3 Expenses are necessary where they prevent loss of or diminution in value to property of the
4 estate. *See In re Tollenaar Holsteins*, 538 B.R. 830, 834 (Bankr. E.D. Cal. 2015) (indicating that
5 expenses were necessary to prevent the loss of valuable permits and a corresponding diminution in
6 value if the permits were lost). Expenses are likewise necessary where they secure estate property
7 from vandalism or ensure compliance with regulations. *Id.* at 835 (noting that expenses were
8 reasonable and necessary to secure property from vandalism and comply with environmental
9 monitoring regulations). Importantly, if a secured creditor has a lien on all, or virtually all, of a
10 debtor's assets, the debtor is engaged in ongoing business operations, and the debtor's continued
11 operations preserve or enhance the value of the secured creditor's collateral, items that may qualify
12 as "necessary" expenses chargeable against the collateral include the debtor's payroll costs,
13 insurance costs, workers' compensation expenses, and post-petition administrative taxes. 4 Collier
14 on Bankruptcy P 506.05 (16th 2023).

15 The Debtor's business was a law firm that provided consumer debt resolution services to
16 over 50,000 customers across the United States; there were virtually no other significant assets in the
17 estate other than these consumer client-related accounts.⁶ At the October 19, 2023, hearing on the
18 Trustee's previous surcharge motion,⁷ when discussing the necessity of managing the sale of
19 Debtor's firm, this Court laid out the law of the case, finding that "OHP and other secured creditors
20 wouldn't even have money right now" without Trustee's decisive actions taken in pursuing the sale.
21 There would not even be the current Chapter 11 proceeding and instead, secured creditors would "be
22 talking to a Chapter 7 trustee about how in the world [they are] ever going to get paid." Without the
23 Trustee's sale of assets, there would simply be no proceeds from which to pay any of the secured
24 creditors' claims.

25
26 ⁶ As a result of Debtor's principal's actions, Trustee is pursuing many causes of action in this case.

27 ⁷ Trustee's Motion To Surcharge Secured Creditors To Pay Management Fees And Expenses Of
28 Resolution Processing, LLC, Dk. No. 545; Hearing at Dk. No. 597.

1 Here, had the Attorneys stopped providing legal services to Debtor's consumer clients, there
2 would not have been any value or assets to be sold. Particularly, when Attorneys offered to withdraw
3 from servicing the consumer clients, the Trustee requested that they not withdraw to preserve the
4 Estate. In addition, some states, such as Missouri, where Cornelius performed legal services, are
5 "must appear" states. In addition, even if the Trustee had not requested that the Attorneys continue to
6 provide services to Debtors' consumer clients, it was not within the power of the Trustee to allow the
7 Attorneys to withdraw from the cases that the Attorneys were servicing. It is within the discretion of
8 the Court to deny motions to withdraw. Also, some of the Attorneys, Lambert-Bland and Adams,
9 were responsible for making rent payments that allowed Debtor consumer clients to speak with their
10 attorney in person, benefiting the Estate. Finally, Attorneys such as Adams were the only attorney
11 licensed to service client files in a particular state at the time of the bankruptcy, leaving them with
12 little redress as there was not another attorney that could have provided necessary legal services. The
13 services provided by the Attorneys were necessary to preserve the Estate and enable the sale of
14 assets. The expense of the Attorneys was critically necessary to assure that there is no loss of or
15 diminution of the Debtor's estate and that every consumer file which represents a valuable asset was
16 serviced in full compliance of all relevant laws and regulations.

17 **3. Quantifiable Benefit**

18 An estate can be surcharged for fees that a trustee's professionals incurred for services
19 rendered for the benefit of a secured creditors and its collateral. *See In re Tollenaar Holsteins*, 538
20 B.R. 830, 835 (Bankr. E.D. Cal. 2015). Further, the reasonableness and necessity of a trustee's
21 incurred expenses must be balanced against the benefits obtained for the secured creditor and the
22 amount the secured creditor would have necessarily incurred through foreclosure and disposal of the
23 property. *U.S.D.A. v. Hopper (In re Colusa Reg'l Med. Ctr.)*, 604 B.R. 839, 854 (B.A.P. 9th Cir.
24 2019).

25 Here, Attorneys' expenses and time expended regarding the Debtor's business provided a
26 quantifiable benefit because they pertained to the upkeep and continuity of the Debtor's business.
27 Had the Attorneys not continued to provide legal services to Debtor's consumer clients, then there
28 would have likely been no assets for the Trustee to sell. Without the sale of these assets, there would

1 likely be no funds from which distributions could be made to secured creditors. Had the Secured
2 Creditors been in possession of Debtor's business, they would have had to spend time and money on
3 these same issues, which would include hiring local attorneys in five states, getting consent from
4 clients for a legal file transfer, effectuating the transfer and then monitoring the legal work of these
5 potential new legal hires. It is highly probable that Secured Creditors would have accrued
6 astronomically higher costs in a do-it-yourself approach rather than the \$114,525.00 that the Trustee
7 is seeking to surcharge here. Attorneys provided a quantifiable benefit to the Secured Creditors that
8 is traceable and economical and is potentially significantly lower than Secured Creditors' efforts to
9 keep the client files in good standing with clients would have cost them.

10 Bottomline, the Attorneys' compensation of \$114,525.00 in this case is reasonable,
11 necessary, and quantifiably beneficial. The Trustee respectfully requests that the proceeds of sale be
12 surcharged pursuant to 11 U.S.C. § 506(c) so that the Trustee can compensate the Attorneys for the
13 essential services that they provided to the Estate.

14 **IV. Conclusion**

15 For the foregoing reasons, Trustee requests that the Court enter an order:

16 1) Granting the Motion;

17 2) Surcharging the proceeds of sale (without regard to the priority of the Secured
18 Creditors or the allowance of their claims) the full \$114,525.00⁸ for payment of the Attorneys' fees
19 and expenses;

20 3) That such surcharge be without prejudice to any further surcharge to be brought by
21 way of separately noticed motion;

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27 ⁸ Cornelius' portion is \$22,000; Clarke's portion is \$19,675; Adams' portion is \$42,600; Lambert-
28 Bland's portion is \$30,250.

1 4) Authorizing Trustee to pay the Attorneys' fees and expenses, within five (5) Court
2 days after entry of an order; and
3 5) Awarding such further relief as the Court deems just and proper
4

5 DATED: May 22, 2024

MARSHACK HAYS WOOD LLP

6 By: /s/ D. Edward Hays
7 D. EDWARD HAYS
8 ALINA MAMLYUK
Attorneys for Chapter 11 Trustee.
RICHARD A. MARSHACK

9
10 DINSMORE & SHOHL LLP
11 By: 
12 CHRISTOPHER B. GHIO
CHRISTOPHER CELENTINO
YOSINA M. LISSEBECK
Special Counsel to Chapter 11 Trustee.
13 RICHARD A. MARSHACK
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Declaration of Richard A. Marshack

I, RICHARD A. MARSHACK, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth

in this Declaration.

3. I am the duly appointed Chapter 7 Trustee (“Trustee”) of the Bankruptcy Estate
7 (“Estate”) of The Litigation Practice Group P.C. (“Debtor”).

4. The facts set forth below are true of my personal knowledge.

9 5. I make this Declaration in support of my Motion (“Motion”) to Surcharge Secured
0 Creditors to Pay the Attorneys Whose Work on the Consumer Files Benefitted the Estate.

1 6. Prior to bankruptcy, Debtor was a law firm that provided consumer debt resolution
2 services allegedly servicing more than 50,000 customers across the United States.

3 7. On March 20, 2023, Debtor filed a voluntary petition under Chapter 11 of Title 11 of
4 the United States Code, initiating bankruptcy Case No. 8:23-bk-10571-SC in the United States
5 Bankruptcy Court for the Central District of California, Santa Ana Division (“Bankruptcy Case”).

6 8. On March 30, 2023, as Dk. No. 21, the United States Trustee filed a motion to
7 dismiss or convert the case under 11 U.S.C. § 1112(b) for failure to comply with the U.S. Trustee
8 guidelines and requirements for a chapter 11 case. No opposition to the motion was filed.

9 9. On May 3, 2023, a hearing was held on the motion to dismiss or convert. At the
0 hearing, the Court directed the U.S. Trustee to appointment a Chapter 11 Trustee in this case. I was
1 appointed as the Chapter 11 trustee of the Debtor's estate.

2 10. After my appointment, I filed a lawsuit seeking to avoid and recover Debtor's
3 fraudulent transfer of its assets including legal service agreements between it and its clients. See,
4 Adv. Case No. 8:23-ap-01046-SC.

5 11. On July 22, 2023, as Dk. No. 320, the Court granted Trustee's sale motion of such
6 contracts, as reformed, and entered an order approving the sale of estate assets. Pursuant to the Sale
7 Order, the buyer closed on August 4, 2023. Trustee is in receipt of approximately \$5.1 million of
8 sales proceeds ("Sales Proceeds"). Further Sale Proceeds will be received in the future.

1 12. Attorneys Tiffany Cornelius, Kelly J. Adams, Shadae Clarke, and Ashley Lambert-
2 Bland (“Attorneys”) provided essential legal services post-petition in order to service and maintain
3 client legal files that were part of the Sale.

4 13. My legal team verified the fees and expenses submitted by Attorneys to be reasonable
5 considering fair market value for debt resolution for the number of client files serviced, especially
6 taking into account that each of the Attorneys worked nearly full time on client file work post-
7 petition.

8 14. I therefore request that the Court enter an order surcharging Secured Creditors the
9 fees and expenses of the Attorneys as set forth in the Motion and authorizing payment of the
10 Attorneys' fees and expenses, within five Court days after entry of an order.

11 15. At this time, the Court has not yet determined the validity, priority, or extent of any of
12 the alleged secured parties' claims. As such, I seek to surcharge the proceeds of sale. The ultimate
13 determination of which secured creditor will not receive funds as a result of the requested surcharge
14 will be determined at a later time in connection with the pending adversary proceeding.

15 I declare under penalty of perjury that the foregoing is true and correct. Executed on May
16 22, 2024.

Pomlik

RICHARD A. MARSHACK

Declaration of Tiffany Cornelius

I, TIFFANY CORNELIUS, say and declare as follows:

I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set

forth in this Declaration.

3. The facts set forth below are true of my personal knowledge.

4. I make this Declaration in support of the Trustee’s Motion (“Motion”) to

Surcharge Secured Creditors to Pay the Attorneys whose Work on the Consumer Files Benefitted the Estate.

5. I am an attorney at law, duly licensed and admitted to practice law before all courts in the State of Missouri and the State of New Mexico. I represented LPG clients, post-petition, in both States; Missouri and New Mexico.

6. My pre-petition salary with LPG was \$125,000.00 annually.

7. I spent approximately 40 hours per week working on LPG clients post-petition.

8. Thus, I incurred post-petition fees in the amount of \$22,000.

9. I declare under penalty of perjury that the foregoing is true and correct. Executed on May 21, 2024.

4865-5439-2512, v. 1

Tiffany Cornelius
TIFFANY CORNELIUS

Declaration of Kelly J. Adams

I, KELLY J. ADAMS, say and declare as follows:

I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set
out in this Declaration.

3. The facts set forth below are true of my personal knowledge.

4. I make this Declaration in support of the Trustee’s Motion (“Motion”) to

Surcharge Secured Creditors to Pay the Attorneys whose Work on the Consumer Files Benefitted the Estate.

5. I represented LPG clients, post-petition, in the state of Pennsylvania only.

6. My pre-petition salary with LPG was \$110,000.00 per year.

7. Post-petition, I worked approximately 42-45 hours per week for LPG clients.

8. Thus, I incurred post-petition fees in the amount of \$35,650 and costs in the amount of \$6,950, which I am seeking reimbursement for.

9. Withdrawing as counsel was too difficult post-petition. I had to ensure that the client would not be prejudiced, file a motion with the Court, and appear for a Motions hearing in person. This was not physically or economically possible in most cases due to the volume of cases spread throughout the entire state of Pennsylvania, and many of the clients objected or ignored my request for consent withdrawals from their cases.

10. I declare under penalty of perjury that the foregoing is true and correct. Executed
on May 22, 2024.


KELLY L. ADAMS

4874-1311-0976, v. 1

Declaration of Shadae Clarke

I, SHADAE CLARKE, say and declare as follows:

I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. The facts set forth below are true of my personal knowledge.

4. I make this Declaration in support of the Trustee's Motion ("Motion") to

8 Surcharge Secured Creditors to Pay the Attorneys whose Work on the Consumer Files Benefitted
9 the Estate.

5. I am an attorney at law duly admitted to practice before all courts of the State of
Georgia and represented LPG clients post-petition in the State of Georgia.

6. My pre-petition salary with LPG was \$90,000.00 annually.

7. I spent approximately 40 hours a week working on LPG clients post-petition.

4 8. Thus, I incurred post-petition fees in the amount of \$19,500 and costs in the
5 amount of \$175.00, which I am seeking reimbursement for.

6 9. I declare under penalty of perjury that the foregoing is true and correct. Executed
7 on May 21, 2024.

Slandor

SHADAE CLARKE

4862-3752-6208 v. 1

Declaration of Ashley Lambert-Bland

I, ASHLEY LAMBERT-BLAND, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. The facts set forth below are true of my personal knowledge.

4. I make this Declaration in support of the Trustee's Motion ("Motion") to

Surcharge Secured Creditors to Pay the Attorneys whose Work on the Consumer Files Benefitted the Estate.

5. I represented both Arkansas and New Mexico LPG clients, post-petition.

6. Pre-petition, my LPG salary was \$140,000.00 annually.

7. Between discovery responses, filing answers, responding to motions, talking to clients, and opposing counsel via email and phone calls, post-petition, my office worked approximately 40 hours per week on LPG files.

8. Therefore, I am seeking post-petition fees in the amount of \$30,250.

9. I declare under penalty of perjury that the foregoing is true and correct. Executed
on May 22, 2024.



ASHLEY LAMBERT-BLAND

4855-5228-1792, v. 1

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **TRUSTEE'S MOTION TO SURCHARGE SECURED CREDITORS TO PAY THE ATTORNEYS WHOSE WORK ON CONSUMER FILES BENEFITTED THE ESTATE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF EDWARD D. HAYS IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On May 22, 2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On May 22, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTOR – MAIL REDIRECTED TO TRUSTEE

THE LITIGATION PRACTICE GROUP P.C.
17542 17TH ST, SUITE 100
TUSTIN, CA 92780-1981

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on May 22, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY:

PRESIDING JUDGE'S COPY
HONORABLE SCOTT C. CLARKSON
UNITED STATES BANKRUPTCY COURT
411 WEST FOURTH STREET, SUITE 5130 / COURTROOM 5C
SANTA ANA, CA 92701-4593

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 22, 2024
Date

Layla Buchanan
Printed Name

/s/ Layla Buchanan
Signature

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